

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 24, 1997

INVITATION FOR BIDS
NO. IFB-97-192-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING

REFUSE CONTAINERS
FOR
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m.
on
May 13, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Ms. Caroldynne Yamashita, telephone 808/586-0566 or facsimile 808/586-
0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

REFUSE CONTAINERS
FOR
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
IFB-97-192-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Street Address

Hawaii General Excise Tax Lic.
I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver Refuse Containers as specified herein:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
Refuse Containers (Dumpsters), to be fabricated in strict accordance with the specifications and drawings herein.	4 each	\$_____/each	\$_____

Bidder shall furnish the following information:

1. Brand Name and/or Model Numbers for:

a. Casters: _____

b. Primer: _____

c. Paint: _____

2. Business firms and/or government agencies to whom he has sold Refuse Containers similar to that specified herein:

<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Phone No.</u>
a. _____		
b. _____		
c. _____		

3. Bidder information:

a. Company/address where Refuse Containers will be manufactured:

b. Contractor's Representative: _____

c. Telephone No.: _____ FAX No.: _____

Offeror: _____

SPECIFICATIONS

Refuse Containers shall be made in accordance with the following specifications and drawings (2 pages, identified as IFB-97-192-0).

1. Front/Sides/Back Plates shall be 12-gauge Mild Steel.
2. Bottom Plate shall be 10-gauge Galvanized Sheetmetal.
3. Channels shall be 10-gauge Mild Steel.
4. Casters shall be Colson 6" Swivel Casters with grease nipple. Caster to be model #4-6109-641-7 or equal. Deliver dumpsters with casters fully greased.
5. All Surfaces and Welds shall be completely free of welding spatters.
6. Painting shall be by roll or brush only. No spraying will be allowed.

Primer - apply one (1) coat. To be Wilbur & Williams #1598, Totrust Red Oxide Primer or equal.

Paint - apply two (2) coats. To be Wilbur & Williams #1544, Totrust Semi-Gloss Enamel Beige or equal.

7. Stenciling: Paint shall be black enamel type. "State of Hawaii" shall be 2" high letters; "DAGS" shall be 4" high letters. Stencil on all four (4) sides of dumpsters (see drawing "Side Elevation").

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Refuse Containers to Central Services Division shall be in accordance with these Special Provisions, the attached Specifications and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

OFFICER-IN-CHARGE

For the purpose of this contract, the following named individual or his duly authorized representative shall be designated the Officer-in-Charge: Mr. Glenn Nishimoto of Central Services Division, telephone number 831-6741.

TECHNICAL QUESTIONS

Bidder may direct technical questions to Stephen Murai of Central Services Division, telephone number 831-6717 or 831-6733.

State's replies to bidder's questions concerning any aspect of the solicitation will be recognized as official only if such questions and replies are made a part of the invitation for bids by addendum thereto. Bidders are specifically cautioned that verbal discussions, questions and replies thereto, shall not have the effect of changing the provisions and/or specifications of the invitation for bids.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid prices shall be based on delivery to destination, and include all applicable taxes, freight charges and any other cost incurred in the performance of this contract.

Multiple or Alternate Bids. An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date: 7/1/96
IRS approval stamp date: 7/5/96
Tax clearance valid: 7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

BRAND/MANUFACTURER'S NAME AND MODEL NUMBER FOR CASTERS, PRIMER AND PAINT

All bidders must identify on page OF-2, the exact brand or manufacturer's name and exact product model number, order number or other identifier(s), of the product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's proposal, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

BRAND/MANUFACTURER'S NAME AND MODEL NUMBER FOR CASTERS, PRIMER AND PAINT
(continued)

Brand names specified herein set a standard of quality for products desired, but is not intended to restrict bidders to the brand specified. Other brands may be offered provided they are equal to or exceed the quality of the brands specified. Bidders who offer a brand as an "or equal" shall, upon request by the State Procurement Office, furnish the State with manufacturer's specification literature and/or samples of the item(s) offered within two (2) working days after the request is made. Failure to comply may be cause for automatic rejection of the bidder's offer. The State of Hawaii reserves the right to be the sole judge of the acceptability of the product.

COMPLIANCE WITH SPECIFICATIONS

Refuse Containers furnished under these specifications shall be fabricated in accordance with the specifications herein. Containers shall be new and of the best quality of its respective kind and shall be free from defects which may render the containers unfit for use.

All products shall be delivered to destination in undamaged condition. Damaged or rejected item(s) must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time, by written order, stop the delivery of product(s) not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract of any part thereof.

METHOD OF AWARD

Award, if made, will be to the responsive and responsible bidder submitting the lowest Total Bid Price.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days after receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

DELIVERY AND ACCEPTANCE

The Refuse Containers shall be delivered within sixty (60) days after receipt of order. Prior to shipment the Contractor shall contact the appropriate State personnel to coordinate delivery. Delivery shall be made to the following address:

Central Services Division
729 Kakoi Street
Honolulu, HI 96819

Attention: Glenn Nishimoto
Telephone: 831-6741

INVOICING

The original and three (3) copies of the invoice shall be submitted to the delivery address specified herein and shall reference the contract number assigned to the contract.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item if his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed in the contract. If the Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor will not be held responsible for delay due to reasons beyond his control, provided he notifies the Procurement Officer of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions will not be considered without documents that clearly substantiates that the causes for delay were, in fact, beyond the control of the Contractor. Substantiating documents shall accompany the request and requests for extension will be denied without the documents. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor any subcontractors shall maintain the books and records that relate to the Agreement any cost or pricing data for three (3) years from the date of final payment under the Agreement

TAX EQUALIZATION CERTIFICATE

SUBJECT: Offer No.: IFB/RFP-_____

Description:_____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| | (check | only |
| | one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____